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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

JEAN DANHONG CHEN, TONY
JIAN YUN YE, KAI HAO ROBINSON,
KUANSHENG CHEN, LAW OFFICES OF
JEAN D. CHEN, A PROFESSIONAL
CORPORATION, TREE LINED
HOLDINGS, LLC, and GOLDEN STATE
REGIONAL CENTER, LLC,

Defendants,

TIANQI LIU AND LENG HAN, IN THEIR
CAPACITY AS TRUSTEES OF THE
CHENYE IRREVOCABLE GIFT TRUST,

Relief Defendants.

Case No. 3:18-cv-06371-LB

**CONSENT OF GOLDEN STATE
REGIONAL CENTER, LLC**

Judge: Honorable Laurel Beeler

1 1. Defendant Golden State Regional Center, LLC (“Defendant”) acknowledges having
2 been served with the Second Amended Complaint (“Complaint”) in this action, enters a general
3 appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this
4 action.

5 2. Without admitting or denying the allegations of the complaint (except as provided herein
6 in paragraph 10 and except as to personal and subject matter jurisdiction, which Defendant admits),
7 Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the “Final
8 Judgment”) and incorporated by reference herein, which, among other things:

9 (a) permanently restrains and enjoins Defendant from violations of Sections 10(b) of
10 the Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b) and 15 U.S.C. § 78o(a)]
11 and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], and Section 17(a) of the Securities
12 Act of 1933 (the “Securities Act”) [15 U.S.C. § 77q(a)].

13 3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule
14 52 of the Federal Rules of Civil Procedure.

15 4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the
16 Final Judgment.

17 5. Defendant enters into this Consent voluntarily and represents that no threats, offers,
18 promises, or inducements of any kind have been made by the Commission or any member, officer,
19 employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

20 6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with
21 the same force and effect as if fully set forth therein.

22 7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any
23 exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby
24 waives any objection based thereon.

25 8. Defendant waives service of the Final Judgment and agrees that entry of the Final
26 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its
27 terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty
28 days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration

1 stating that Defendant has received and read a copy of the Final Judgment.

2 9. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted
3 against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation
4 has been made by the Commission or any member, officer, employee, agent, or representative of the
5 Commission with regard to any criminal liability that may have arisen or may arise from the facts
6 underlying this action or immunity from any such criminal liability. Defendant waives any claim of
7 Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy
8 or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent
9 injunction may have collateral consequences under federal or state law and the rules and regulations of
10 self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral
11 consequences include, but are not limited to, a statutory disqualification with respect to membership or
12 participation in, or association with a member of, a self-regulatory organization. This statutory
13 disqualification has consequences that are separate from any sanction imposed in an administrative
14 proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of
15 the injunction in this action, Defendant understands that it shall not be permitted to contest the factual
16 allegations of the complaint in this action.

17 10. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e),
18 which provides in part that it is the Commission's policy "not to permit a defendant or respondent to
19 consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or
20 order for proceedings" and "a refusal to admit the allegations is equivalent to a denial, unless the
21 defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's
22 agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make
23 or permit to be made any public statement denying, directly or indirectly, any allegation in the
24 complaint or creating the impression that the complaint is without factual basis; (ii) will not make or
25 permit to be made any public statement to the effect that Defendant does not admit the allegations of
26 the complaint, or that this Consent contains no admission of the allegations, without also stating that
27 Defendant does not deny the allegations; and (iii) upon the filing of this Consent, Defendant hereby
28 withdraws any papers filed in this action to the extent that they deny any allegation in the complaint. If

1 Defendant breaches this agreement, the Commission may petition the Court to vacate the Final
2 Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i)
3 testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal
4 proceedings in which the Commission is not a party.

5 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small
6 Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the
7 United States, or any agency, or any official of the United States acting in his or her official capacity,
8 directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by
9 Defendant to defend against this action. For these purposes, Defendant agrees that it is not the
10 prevailing party in this action since the parties have reached a good faith settlement.


11 12. In connection with this action and any related judicial or administrative proceeding or
12 investigation commenced by the Commission or to which the Commission is a party, Defendant (i)
13 agrees to appear and be interviewed by Commission staff at such times and places as the staff requests
14 upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or
15 subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or
16 in connection with any related investigation by Commission staff; (iii) appoints Defendant's
17 undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to
18 such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal
19 Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony
20 reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government
21 per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District
22 Court for purposes of enforcing any such subpoena.

23 13. Defendant agrees that the Commission may present the Final Judgment to the Court for
24 signature and entry without further notice.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 2/7/2023

Golden State Regional Center, LLC

By: 

Kai Hao Robinson

Manager


On _____, 20____, _____, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Golden State Regional Center, LLC as its Manager.

SEE ATTACHED CALIF. NOTARIAL CERTIFICATE

Notary Public

Commission expires:

Approved as to form:


Jeffrey L. Bornstein
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, 6th Floor
San Francisco, California 94105
Tel. (415) 296-2295
Attorney for Defendant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)

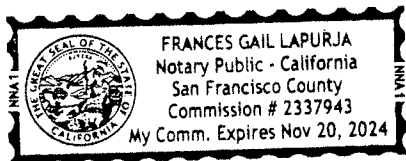
On FEBRUARY 7, 2023 before me, FRANCES GAIL LAPURJA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared KAI ROBINSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Frances Gail Lapurja
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONSENT OF GOLDEN STATE REGIONAL CENTER LLC Document Date: FEB. 7, 2023
Number of Pages: 5 Signer(s) Other Than Named Above: JEFFREY BORASTEN, ESQ

Capacity(ies) Claimed by Signer(s)

Signer's Name: KAI ROBINSON
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: MANAGER
Signer Is Representing: GOLDEN STATE REGIONAL CENTER

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____